

AFXeffect.com™/ConceptAFX™

TERMS OF AGREEMENT

Private Policy issued by Alay Patel
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Established 2004
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CONTACT INFORMATION

Alay Patel
Office: 732 823 6177
Mobile: 732 789 6380
Email/Paypal: patel.alay@yahoo.com
Web: www.AFXeffect.com

OWNERSHIP OF ARTWORK

Until full payment has been made, AFXeffect.com™/ConceptAFX™ retains ownership of all original artwork or parts contained therein, whether preliminary or final. Prior to payment, the client will be sent a low quality version of the artwork for previewing purposes, including a sampled proof. Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit. AFXeffect.com™/ConceptAFX retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements. All work shall be delivered via email (patel.alay@yahoo.com) / other electronic methods [including AOL Instant Messenger™, Mediafire.com, or Compact Disc(s)] Payment by the client must be made within three (3) days of the completion of the artwork, and must be sent via. Paypal™ (patel.alay@yahoo) or if other forms of payments have been discussed, they may include cash or check.

PRODUCTION SCHEDULE/DELIVERY OF PROJECT

Any alteration or deviation of the specifications of the client involving extra costs after a completion of the final product will be executed only upon approval with the designer. The designer shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the designer. If such event(s) occur, it shall entitle the designer to extend the completion/delivery date, by the time equivalent to the period of such delay. If such delay is encountered, the client will be immediately notified.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of three (3) days after delivery of all or any part of the order. Failure to make such a claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications. If any changes are required after the three day period, the designer may charge an applicable fee for any further editing of the artwork.

CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by AFXeffect.com™/ConceptAFX (Alay Patel), and a fee for work completed of 25% will be charged, based on the contract price and expenses already incurred, shall be paid by the client.

CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between the client and the designer, unless both parties involved have granted consent.

ACCEPTANCE OF AGREEMENT

All clients must be 18 or older of age and must be a legal resident of the United States of America.

This statement can be found at <http://www.AFXeffect.com/Statement.pdf>

The client's prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed. This agreement is not valid until verified and accepted by the client and is further indicated to the designer.